

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY AUTHORIZING
EXECUTION OF COOPERATION AGREEMENT WITH CITY OF BOSTON
FOR PROJECT NO. MASS. R-55

WHEREAS, the Boston Redevelopment Authority has applied for financial assistance under Title I of the Housing Act of 1949, as amended, to carry out the Charlestown Urban Renewal Project (hereinafter referred to as the "Project"); and

WHEREAS, it is recognized that the Federal contract for Loan and Grant pursuant to said Title I will require the provision of local grants-in-aid (as defined in Section 110 (d) of said Title I) to the Project in an amount at least equal to one-third of the net cost of the Project; and

WHEREAS, the Urban Renewal Plan for the Project will require the provisions of streets, other site improvements and supporting facilities to aid in carrying out the Project, and will require certain other local actions to be taken in connection therewith; and

WHEREAS, the City of Boston has declared itself willing to provide such local grants-in-aid and to take such actions as may be necessary or desirable on its part to assist in carrying out the Project, all of which are encompassed in a proposed Cooperation Agreement with the City which is attached hereto and has been examined and found acceptable, and is hereby made a part of the records of this meeting;

NOW, THEREFORE, it is hereby RESOLVED:

That the proposed Cooperation Agreement is hereby in all respects approved, and the Development Administrator is hereby authorized and directed to execute such Cooperation Agreement on behalf of the Authority.

COOPERATION AGREEMENT

by and between

CITY OF BOSTON and BOSTON REDEVELOPMENT AUTHORITY

with respect to

THE CHARLESTOWN URBAN RENEWAL PROJECT

THIS COOPERATION AGREEMENT, entered into as of the day
of , 1965, by and between the CITY OF BOSTON, a municipal
corporation of the Commonwealth of Massachusetts (hereinafter called
the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body
politic and corporate created under the laws of said Commonwealth
(hereinafter called the "Authority").

WITNESSETH THAT:

WHEREAS, the Authority has adopted an Urban Renewal Plan
(hereinafter called the "Plan") for the Charlestown Urban Renewal
Project No. Mass. R-55 (hereinafter called the "Project") in the
City of Boston, and said Plan has been approved by the Mayor, with
the approval of the City Council of the City of Boston;

WHEREAS, the Plan provides for the acquisition, demolition,
removal, and rehabilitation of structures in the Charlestown Project
Area (hereinafter called the "Project Area"), the installation of
site improvements and public facilities, and the disposition of land
in the Project Area for uses in accordance with the Plan;

WHEREAS, the Authority will require financial assistance
from the Federal Housing and Home Finance Agency (hereinafter called
the "HHFA") under Title I of the Housing Act of 1949, as amended,
(hereinafter called "Title I"), and also local grants-in-aid in
order to carry out and complete the Project;

WHEREAS, under Title I such local grants-in-aid include cash grants; donations at cash value of certain real property (exclusive of land in streets, alleys, and other public rights-of-way which may be vacated in connection with the Project) in the Project Area; certain demolition, removal, or other work or improvements in the Project Area, at the cost thereof; certain expenditures made by educational institutions; the provision, at their cost, of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the Plan; and contributions in the form of tax exemption or tax remission in connection with property used for low-rent public housing in maximum amounts prescribed by Section 107 of the 1949 Housing Act, as amended;

WHEREAS, the Authority has applied for financial assistance from HHFA under Title I in the form of a loan and grant contract;

NOW, THEREFORE, IN CONSIDERATION OF the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

(1) The Authority will comply with all necessary conditions to obtain a capital grant from HHFA under Section 103 of Title I in the maximum amount allowed by law.

(2) The Authority will undertake the Project in accordance with the Plan and will commence and carry out within a reasonable time each successive phase of the Project as funds are made available.

(3) The City will make such local grants-in-aid to the Authority in a total amount which, together with all other local grants-in-aid provided to this Project on account of undertakings within the Project Area and together with the excess of any local grants-in-aid, to be provided to this Project in connection with any

other projects of the Authority for which capital grant contracts with HHFA have heretofore been executed, over one-third of the aggregate net project cost of such other projects, will equal one-third the actual net project cost of this Project as finally determined and approved by the Administrator of HHFA of the United States of America which one-third is currently estimated at \$12,723,000.

(4) After the execution of said loan and grant contract, the City, upon request by the Authority and where appropriate after the dedication and laying out of appropriate streets and public ways, and the dedication or conveyance of land for parks, playgrounds, or other public open space in accordance with the Plan, will commence construction of, and thereafter diligently prosecute to completion, improvements as required by the Plan for the Project in accordance with a reasonable schedule for the commencement of construction, which schedule shall be established annually and communicated by the Authority, acting by and through the Development Administrator, to the Mayor and to the appropriate board, officer, or agent of the City. If during the course of the Project, it appears that such construction schedule and/or the costs related thereto, are inappropriate or inaccurate, such schedule and costs may be amended by the joint agreement of the Development Administrator of the Authority and the Mayor.

The nature and location of the Project improvements consisting of streets, parks, playgrounds, plazas, street trees, street and park lighting, high service water, low service water, surface drainage and sanitary sewer, police signal, fire alarm system, traffic control system, and street, traffic and directional signs are to be determined by reference to the Plan for the Project, and the description thereof by reference to the Project Improvements Report, and other supporting documentation which is part of the application to HHFA for said loan and grant contract.

(5) After the execution of said loan and grant contract between the Authority and HHFA, the City, acting by its Mayor, will recommend to the proper board or officer of the City the construction of the public improvements consisting of public schools, fire stations, and the community center-Field House, to be provided under the Plan for the Project, and further described in the supporting documentation which is part of the application to HHFA for said loan and grant contract, the construction thereof to be commenced promptly upon the conveyance or dedication of land for the purpose from the Authority to the City.

(6) After the execution of said loan and grant contract, the City, upon request by the Authority, will convey to the Authority, without consideration, all property owned by the City which is marked for acquisition on Map 2: Treatment Areas Map of the Plan for the Project.

(7) (a) If the City, acting by the Mayor or the appropriate board or officer thereof, should fail to construct any of the Project improvements set forth in paragraph 4 above, within a reasonable time, upon request of the Authority after execution of the loan and grant contract and where appropriate, the dedication and laying out of streets and public ways and the dedication or conveyance of land for parks and playgrounds, or shall fail to complete such work, then the City shall, upon demand by the Authority, pay to the Authority the cost of each item of work or portion thereof, to which such failure relates, which cost shall be the amount contained in the Project Improvements Report and other documentation to the application for loan and grant referred to in paragraph 4 and shall be considered as a cash local grant-in-aid to the Project.

(b) If the City, acting by the Mayor, or the appropriate board or officer thereof, should fail to construct any of the improvements set forth in paragraph 5 above, within a

reasonable time, after where appropriate the conveyance or dedication of land for the purpose, or shall fail to complete such work, then the City shall upon demand by the Authority, pay to the Authority the cost of each such public facility listed in paragraph 5, to which such failure relates, which cost shall be the amount contained in the documentation to the application for loan and grant referred to in paragraph 5 and shall be considered as a cash local grant-in-aid to the Project.

(8) (a) If, during the course of the Project, revised estimates of net project cost are determined and approved by HHFA which make necessary additional local grants-in-aid to the Project, the City will, upon demand by the Authority, pay to the Authority such amounts of money as will, together with all other local grants-in-aid made or to be made to the Project in accordance with the previously approved estimate of net project costs, total one-third of such revised estimate of net project cost.

(b) Upon completion of the Project by the Authority and the final determination and approval as aforesaid of the actual net project cost thereof, the City will make such additional cash payment, if any, as may be necessary to bring the total local grants-in-aid for the project up to an amount equal to one-third of said actual net project cost as so finally determined and approved; and if upon such final determination and approval, the local grants-in-aid theretofore made to the Project shall total an amount in excess of one-third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

(9) The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys,

and other public rights-of-way within the Project Area as may, in the judgment of the Authority, be necessary or desirable in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority further agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages recovered by others under Chapter 79 of the General Laws of Massachusetts, as amended, for such vacating or laying out.

(10) The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change, or modify, to the extent necessary or desirable, in the judgment of the Authority, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for building in Boston.

(11) The Authority recognizes that the City, in accordance with Section 26R of Chapter 121, may require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 26R they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the HHFA in effect from time to time, and further agrees that any such payments required will be based upon assessments in the tax year 1965.

(12) The City shall continue to maintain the "workable program" heretofore adopted by it, and shall cooperate with the Authority in such other lawful actions and in such other lawful ways as may be necessary in connection with the undertaking and carrying

out of the Project in all its phases, including the relocation of families to be displaced from the Project Area.

(13) The City will take steps appropriate to assure that no member of its governing body and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project Area, or in any contract or proposed contract in connection with the carrying out of the Project.

(14) The City, recognizing that Title VI of the Civil Rights Act of 1964 and the regulations and policies of HHFA effectuating the Title prohibit discrimination on the ground of race, color, or national origin in the policies and practices of any public facility responsible for proposed credit to the locality's share of the cost of an urban renewal project receiving financial assistance from the United States, agrees that each public facility provided as a non-cash local grant-in-aid hereunder will be available to and serve all persons without regard to race, color, or national origin.

(15) This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF, the City of Boston and the Boston Redevelopment Authority have respectively caused this agreement to be duly executed as of the day and year first above written.

(Seal)

CITY OF BOSTON

ATTEST:

City Clerk

By: _____

Mayor

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

Secretary

By _____

Development Administrator

Approved as to form:

Approved as to form:

Corporation Counsel

General Counsel